REMARKS

This response is being filed concurrently with a Petition for Extension of Time in which to file a response to the Office Action, along with the requisite fee.

Claims 1-24 remain pending in the application. By the amendment submitted herewith, independent claims 1, 19, and 24 have been amended to clarify aspects of the claimed invention. Support for the amendments can be found in the original application, thus Applicant believes that the amendment adds no new matter.

Rejections under 35 U.S.C. § 103

The Examiner rejected claims 1, 10-18, and 19 under 35 U.S.C. § 103 as being obvious over U.S. Patent No. 6,049,784 to *Weatherly* et al. (hereinafter "*Weatherly*") in view of U.S. Patent No. 6,484,176 to *Sealand* et al. (hereinafter "*Sealand*").

The examiner rejected claims 2-9, 20-23, and 24 under 35 U.S.C. § 103as being obvious over *Weatherly* in view of *Sealand*, in further view of U.S. Patent Application Publication No. 2003/010191087 to *Walker* et. al. (hereinafter "*Walker*"). Applicant notes that it appears from the structure of the Office Action that the examiner considered claim 24 as being a dependent claim, rather than as an independent claim. Applicant's arguments below thus also address the allowabiltiy of claim 24 with respect to just the *Weatherly* and *Sealand* references as cited against independent claims 1 and 19.

Present Application

The present invention is directed to a system for establishing a lease agreement between a first party and a second party, wherein the lease agreement is executed over a computer network. The system comprises: a listing module configured to provide, over the computer network, a list of units available for leasing (for example, MLS listings of rental

properties); a scoring module configured to screen an applicant (for example, a credit or background check); a leasing module configured to provide a lease agreement and receive acceptance of the lease agreement <u>over the computer network</u>; and a payment module configured to receive payment over the computer network (for example, using a credit card or checking account information).

Thus, a potential tenant can, for example, in a single online session, view and select a desired rental unit, be approved for rental of the desired unit, view and accept a lease committing to rental of the unit, and pay any necessary deposits or fees , all online, without any physical transfer of lease or payment paperwork between the tenant and landlord.

Weatherly

Weatherly, on the other hand, is directed to a method for creating and managing a lease agreement. The method of *Weatherly* discloses the use of a third-party intermediary between a tenant and a landlord (see, e.g., column 1, lines 45-50 of *Weatherly*). The third-party intermediary receives information from a tenant, assesses what financial risk that tenant represents, and establishes a guaranty based on that risk. The third-party intermediary then monitors (and/or receives) payments from the tenant to the landlord to ensure prompt payment to the landlord. In return for the third-party intermediary's guaranty and monitoring of payments, the intermediary receives a portion of the payment amount (*see, e.*g. column 1, line 50 – column 2 line 45 of *Weatherly*).

As disclosed in *Weatherly*, the system implementing the method is not entirely online, nor entirely automated. Looking to FIG. 1 and the accompanying description (column 4, line 12 – column5, line 14 of *Weatherly*), the system of *Weatherly* includes a landlord computer 12 and a management (i.e., third-party intermediary) computer 14. The landlord, upon receiving

data from the tenant, transmits the data across electronic link 16 to the management computer 14. Upon receipt of the data, the system can: generate a rejection letter 20 if fraud is detected in the application, generate a rejection letter 28 if the tenant's credit history is not suitable, or generate a lease document 32 for the tenant and guaranty document 30 for the landlord. Note that the flow diagram symbols for the rejection letters 20, 28, lease document 32, and guaranty document 30 in FIG. 1 of *Weatherly* indicate that these are printed, physical page outputs generated by the management computer 14.

Sealand

Sealand is directed to a system for remotely accessing a real estate database (i.e., an MLS database) using a portable computing device. *Sealand* teaches using such a portable device for accessing an MLS database without requiring an actual computer (see, e.g., column 2, lines 5-13 of *Sealand*).

Independent Claims 1, 19

The examiner rejected independent claims 1 and 19 of the present application as being obvious over *Weatherly* in view of *Sealand*. Specifically, with respect to claims 1 and 19, the examiner states that *Weatherly* teaches a system comprising a scoring module configured to screen an applicant, a leasing module configured to provide a lease agreement and receive acceptance of the lease agreement, and a payment module configured to receive payment. The examiner further states that while *Weatherly* does not explicitly teach a listing module, *Sealand* discloses such a module and that it would have been obvious to one skilled in the art to combine the teachings of *Weatherly* with *Sealand* to arrive at the claimed invention. Applicant respectfully disagrees.

Independent claim 1 (as amended) of the present application is directed to a

system for establishing a lease agreement between a first party and a second party, wherein the

lease agreement is executed over a computer network. The system comprises: a listing module

configured to provide over the computer network a list of units available for leasing; a scoring

module configured to screen an applicant (for example; by running a background or credit check)

a leasing module configured to provide a lease agreement and receive acceptance of the lease

agreement over the computer network; and a payment module configured to receive payment

over the computer network (of, for example, deposits, fees and/or rent).

Weatherly, by contrast, makes absolutely no teaching suggestion, or disclosure of

any capability whatsoever of signing or executing a lease over a computer network. As

discussed above, *Weatherly* discloses that if a tenant's credit rating is suitable, then lease and

guaranty documents are generated for signature and delivery. There is no teaching, suggestion,

or disclosure of allowing a tenant to view and accept a lease over a computer network as required

in claim 1 of the present application.

The system of *Weatherly* is not even an interactive (with respect to the tenant)

system as described and claimed in the present application. As shown in FIG. 1 of *Weatherly*,

the tenant is not even in direct communication with the management computer 14. The tenant in

Weatherly simply provides information to the landlord, the landlord submits that data from the

landlord computer 12 over electronic link 16 to the management computer 14, with the

management computer eventually generating a printed lease document 32. By teaching only a

system in which a tenant is not in direct communication with the computer that generates the

lease agreement, and in which the lease agreement is a printed physical document, *Weatherly*, in

fact, teaches away from the invention claimed in the present application.

Similarly, *Sealand* makes absolutely no teaching ,suggestion, or disclosure of any

capability whatsoever of signing or executing a lease over a computer network. The examiner

cites *Sealand* simply for teaching a listing module. There is absolutely no disclosure in *Sealand*

of a leasing module that would allow a tenant to view and accept a lease document over a

computer network as required in claim 1 of the present application.

Since neither *Weatherly* nor *Sealand*, either alone or in combination, teach,

suggest, or disclose a leasing module configured to provide a lease agreement and receive

acceptance of the lease agreement over the computer network, as required in claim 1 of the

present application, claim 1 is not obvious over *Weatherly* in view of *Sealand*, and the

examiner's rejection should be withdrawn.

Similar to claim 1, independent claim 19 (as amended) of the present application

requires, among other things, presenting the lease agreement <u>over the computer network</u> and

receiving from the first party acceptance of a lease agreement <u>over the computer network</u>. As

just discussed with respect to claim 1, neither *Weatherly* nor *Sealand* make any teaching,

suggestion or disclosure of presenting a lease agreement over a computer network or of receiving

acceptance of a lease agreement over the computer network. Thus, for the reasons cited

previously with respect to claim 1, claim 19 of the present application is not obvious over

Weatherly in view of *Sealand*, and the examiner's rejection should be withdrawn.

Independent Claim 24

The examiner also rejected independent claim 24 of the present application as

being obvious over *Weatherly* in view of *Sealand*, in further view of *Walker*. *Walker* discloses a

system for managing and optimizing revenue from rentals of multiple properties. The system of

Walker is directed to property management companies, and applies numerous forecasting and

projection rules to predict property availability and ensure that a maximum number of properties are rented at any given time (*see, e.g.,* Abstract of *Walker*). *Walker*, however, does not disclose any type of interactive system in which a potential tenant can access property listings or view and accept a lease agreement for a property. More specifically, *Walker* makes absolutely no teaching, suggestion, or disclosure of presenting a lease agreement to a first party over a computer network, or of receiving from the first party over the computer network acceptance of the lease agreement, as required in independent claim 24 (as amended) of the present application.

Thus, for the reasons cited previously with respect to claims 1 and 19, claim 24 of the present application is not obvious over *Weatherly* in view of *Sealand.* And, for the reasons just discussed, claim 24 is not obvious over *Weatherly* in view of *Sealand,* in further view of *Walker.* Thus, the examiner's rejection of claim 24 should be withdrawn.

Claims 2-18 and 20-23

Claims 2-18 and 20-23 depend from claims 1 and 19, respectively. Since claims 1 and 19 are allowable for the reasons discussed above, claims 2-18 and 20-23 are thus also allowable, and the examiner's rejection of these claims should be withdrawn.
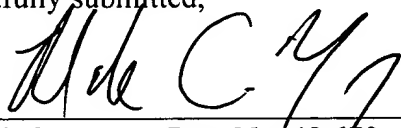
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In view of the foregoing amendments and remarks, Applicant believes that the claims of the present application are in condition for allowance and eventual issuance, and such action is respectfully requested. Should the Examiner have any further questions or comments which need to be addressed in order to obtain allowance, he is invited to contact the undersigned attorney at the number listed below Acknowledgement of receipt is respectfully requested.

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Respectfully submitted,

By: _____

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